

CONTRACT**CITY OF BREMERTON, KITSAP COUNTY, WASHINGTON**

THIS AGREEMENT, made and entered into this 1st day of December, 2001, between the City of Bremerton and

Buckley Recycle Center, Incorporated
Post Office Box 2330
Buckley, WA 98321

Hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for the Sesko Nuisance Abatement Project, in accordance with the General Provisions, Standard Specifications and Amendments and Special Provisions and as described in the attached document entitled Construction Specifications for the Sesko Property Nuisance Abatement Project, which are by reference incorporated herein and made part hereof and shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever, that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Bremerton.

II. The City of Bremerton hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached Plans and Specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this Contract.

III. In consideration of the services provided pursuant to this Contract, the City shall pay the Contractor a total amount not to exceed one hundred fifty eight thousand five hundred seventy one dollars and sixty nine cents (\$158,571.69).

IV. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

*City of Bremerton
Sesko Property Nuisance Abatement Project*

*235-1896-054
September 2001*

V. It is further provided that no liability shall attach to the City of Bremerton by reason of entering into this Contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Local Agency Approving Authority has caused this instrument to be executed by and in the name of said City of Bremerton the day and year first above written.

Executed by the Contractor

R L Sterling, 2001
BRC Inc.

Buckley Recycle Center Inc
R L Sterling President
Contractor

Executed by the Local Agency

Gym S. Hite 12/12, 2001

(SEAL)

City of Bremerton Approving Authority

[Signature]
City of Bremerton Attorney